

**RULES AND REGULATIONS OF  
FORT LAUDERDALE RESIDENCES CONDOMINIUM ASSOCIATION, INC.**

It is the purpose of the FORT LAUDERDALE RESIDENCES CONDOMINIUM ASSOCIATION, INC. (the "Association") to maintain a luxurious, but economically well-managed and congenial Condominium. To do so, it is believed that these Rules and Regulations will aid in that purpose. Capitalized terms that are not otherwise defined in these Rules and Regulations shall have the meaning given them in the Declaration of Condominium of FORT LAUDERDALE RESIDENCES, a Condominium ("Declaration"), as it may be amended or restated from time to time. All restrictions and prohibitions herein shall apply equally to Unit Owners, the employees, family members, Guests and Tenants of the Unit Owners, and their family members and Guests (each, an "Authorized User"); provided, however, unless otherwise prohibited by law, these rules and regulations shall not apply to the Shared Facilities Unit Owner or Shared Facilities Unit.

The Association welcomes the assistance of all Authorized Users in the enforcement of these Rules and Regulations. Violations should be reported, in writing, to the Board. Reported violations shall be called to the attention of the applicable Unit Owner and to any committee of other Unit Owners that may be empowered by the Board from time to time to hear and rule on matters of this type ("Grievance Committee"). All disagreements will be presented to the Board, or the Grievance Committee, as the case may be, for appropriate action in accordance with the Act, the Declaration, the Bylaws and these Rules and Regulations, particularly those procedures that are described in Section 15 below.

These Rules and Regulations are in addition to those Rules and Regulations or other requirements that may be imposed by the Shared Facilities Unit Owner and/or the Adjoining Parcel Owner as may be set forth in the Declaration or the Restrictions and Easements Agreement. In the event of conflict of any rules or regulations affecting the Shared Facilities Unit, those imposed by the Shared Facilities Unit Owner shall take precedence. In the event of conflict of any rules or regulations affecting the Adjoining Parcel, those imposed by the Adjoining Parcel Owner shall take precedence. Nothing herein shall confer any additional rights in favor of the Association with respect to the Shared Facilities Unit Owner or Adjoining Parcel Owner.

**1. Access.**

1.1 In the interest of safety, only personnel authorized by the Developer (for so long as it owns at least one (1) unit in the Condominium), the Shared Facilities Unit Owner, or Adjoining Parcel Owner shall have the right to enter the machinery or mechanical rooms of the Condominium or to go onto the roof of the Building for any purpose.

1.2 The agents and employees of the Association and Shared Facilities Unit Owner and any contractor or worker authorized by the Association or Shared Facilities Unit Owner may enter any Hotel Condominium Unit at reasonable hours of the day or night on prior notice (or at any time in the case of an emergency or the absence of the Authorized User) for the purposes permitted under the terms of the Condominium Documents.

1.3 If authorized by the Declaration, the Association and/or Shared Facilities Unit Owner shall retain a passkey or other means of entry to each locked Hotel Condominium Unit. No Authorized User shall alter any lock or install a new lock or additional locks on any access door or change the elevator key or code leading into his or her Hotel Condominium Unit without providing a copy of the key or code to the Association and/or Shared Facilities Unit Owner at that time. Unauthorized duplication of Hotel Condominium Unit Owner's keys to any part of the Shared Facilities Unit is prohibited in the interest of security. Any keys to areas of the Shared Facilities Unit will be duplicated only with the authorization and assistance of the Shared Facilities Unit Owner.

**2. Construction Work.**

2.1 The time and other procedures concerning construction work on Hotel Condominium Units, other than those owned by Developer, shall be in accordance with the Rules and Regulations established by the Shared Facilities Unit Owner and/or Adjoining Parcel Owner from time to time.

2.2 Elevators shall be used and reserved in accordance with the rules and regulations promulgated by the Shared Facilities Unit Owner and/or Adjoining Parcel Owner. It shall be the ultimate responsibility of the Hotel Condominium Unit Owner to ensure that all proper steps have been taken prior to the time of commencement any part of the construction work. Reference should be made to the Declaration, Restrictions and Easements Agreement and any rules and regulations which may be promulgated by the Shared Facilities Unit Owner and Adjoining Parcel Owner from time to time.

**3. Hazardous Materials.**

3.1 In the interest of safety, no Authorized User shall use or permit to be brought into a Hotel Condominium Unit or other part of the Condominium Property any flammable, combustible or explosive chemicals, fluids, or substances such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed to be particularly hazardous to life, limb or property.

4. Mail Boxes and Mail Area. Provided that the Association provides notices of meetings pursuant to the provisions of paragraph 5.3 below, the official posting location for the posting of Meeting Notices and other official announcements of the Association, if it desires to post meeting notices in addition to broadcast notice, shall be in the mail area. Should broadcast notice not be used, Meeting Notices must be posted on the Condominium Property, in which event one shall be posted in each elevator.

5. Meetings. With regard to all designated agenda items at open committee meetings, Board meetings and meetings of the Members (each, a "Meeting"), the following shall apply:

5.1 The Right of Unit Owners to Speak at Meetings. Unit Owners shall have the right to speak at a Meeting provided the Association has received a written request at least forty-eight (48) hours in advance of the scheduled Meeting. The following shall apply:

(a) Unit Owners may speak at the start of the Meeting or during any discussion of a designated agenda item. The vote of the Board or of the Members, as applicable, will not be taken until all attending Unit Owners who requested an opportunity to speak have spoken;

(b) Unit Owners may speak for no longer than three (3) minutes per speaker, unless the Board votes at the Meeting to extend the time allotted for each speaker, or unless the Chair of the Meeting waives such time limit in his or her reasonable discretion;

(c) Unit Owners may speak only on matters specifically designated on the agenda; and

(d) Unit Owners may speak only once at a Meeting, unless the Board votes at the Meeting or the Chair of the Meeting discretionarily rules to allow additional speaking opportunities.

5.2 The Right of Unit Owners to Tape Record or Videotape Meetings. Unit Owners shall have the right to tape record or videotape a Meeting, provided, the Association has received a written request at least forty-eight (48) hours in advance of the scheduled Meeting. The following shall apply:

(a) The audio and/or video equipment and devices must not produce distracting sound or light emissions, nor may such equipment and devices require the use of electrical outlets;

(b) The audio and/or video equipment must be assembled and placed in position in advance of the scheduled time for the commencement of the Meeting. Equipment may not be placed on the table where the Board is seated; a front row seat will be reserved for the Unit Owners and a tripod may be set up, but only at a height which does not obstruct the line of sight from other seats in the meeting room; and

(c) The Unit Owners videotaping or recording the Meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

5.3 The Right of the Association to Broadcast Notice and Agenda on Closed-Circuit Cable Television System. The Association shall have the right to broadcast notices and agendas of the Association meetings on a closed-circuit cable television system serving the Condominium Property, in lieu of or in addition to physically posting the same, provided, the following applies:

(a) For postings in addition to physical postings, the notice and agenda shall be repeatedly broadcast at least once every broadcast hour of each day that a posted notice is otherwise required by law.

(b) For postings in lieu of physical postings, the notice and agenda shall be repeatedly broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required by law.

(c) Broadcast hours shall be from 9:00 a.m. until 5:00 p.m. or such other hours as the Association may adopt from time to time.

(d) All broadcasts shall be of sufficient length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda.

6. Move In; Move Out. See Rules and Regulations or other requirements of the Shared Facilities Unit Owner and Adjoining Parcel Owner.

7. Noise/Nuisance.

7.1 No Authorized User shall make or permit any loud or disturbing noise that will disturb or annoy the occupants of any other Hotel Condominium Unit, Shared Facilities Unit or Adjoining Parcel or do or permit anything to be done that will interfere with the rights, comforts, convenience or quiet enjoyment of other occupants. No vocal or instrumental practice is permitted between 9:00 p.m. and 9:00 a.m., and all radios, televisions, stereos and similar equipment shall be played at reduced, minimum volumes between 9:00 p.m. and 9:00 a.m.

7.2 No nuisance of any type or kind shall be permitted on the Condominium Property provided that no action permitted by the Shared Facilities Unit Owner or Adjoining Parcel Owner shall be deemed a nuisance.

7.3 All weight and sound restrictions contained within the Declaration and Restrictions and Easements Agreement shall be complied with.

8. Parking. Authorized Users shall obey the parking and traffic regulations imposed by the Adjoining Parcel Owner in the private streets, parking areas and drives as such may be modified from time to time, for the safety, comfort and convenience of the users of the Project. Hotel Condominium Unit Owners and Tenants shall register their vehicles with the Association in addition to any registration requirements of the Adjoining Parcel Owner or Shared Facilities Unit Owner.

9. Pets and Animals.

9.1 Other than service animals or domesticated dogs, cats, birds, fish or other non-exotic animals determined by the Association to be acceptable household pets, no animal shall be raised, bred, or kept anywhere on the Condominium Property, nor shall any animal be kept, bred or maintained for commercial purposes. In deciding whether a proposed animal is permissible, the Association shall consider health, safety, and comfort considerations of the Unit Owners; legal restrictions; humane considerations for the animal; the purpose and intent of the Condominium Documents; traditional household character of the animal; and such other relevant factors as the Association, in its discretion, considers appropriate to the specific circumstances. The Association has decided that reptiles, horses, cows, pigs, goats, chickens, pigeons, any similar animal or fowl are not permitted on the Condominium Property.

9.2 The rules and any requirements of the Shared Facilities Unit Owner shall apply to pets while they are within the Shared Facilities Unit and the rules of the Adjoining Parcel Owner shall apply to pets while they are within the Adjoining Parcel.

9.3 Hotel Condominium Unit Owners are responsible for the actions of their pets and for the actions of the pets of anyone residing in or visiting his or her Hotel Condominium Unit.

9.4 Any Hotel Condominium Unit Owner or Authorized User who has been found to have violated these Rules and Regulations regarding pets three (3) or more times, or who has been found to have a pet that is vicious or dangerous, shall be considered liable for having a pet that causes or creates a nuisance or unreasonable disturbance. Thereafter, the Association, after considering the facts and circumstances involved, may elect to order the Unit Owner or Authorized User, as the case may be, to have the pet removed permanently from the Condominium Property upon three (3) days' written notice.

9.5 Authorized Users must register with the Association, Shared Facilities Unit Owner and/or Adjoining Parcel Owner (if required by the two latter parties) all pets that are kept in a Hotel Condominium Unit or which are regularly taken onto the Condominium Property. The registration shall include the name, address and telephone number of the Authorized User; a description of the pet, including name, breed and color; when applicable, rabies vaccination tag number/year; and such other information that the Association may reasonably require. All pets requiring vaccination shall be regularly vaccinated as required, and evidence of same shall be given to the Association upon request.

9.6 Notwithstanding the foregoing provisions of this paragraph 11, however, in the event that a first-time Unit Owner purchasing from the Developer has more than two pets at the time of execution of the Agreement of Purchase and Sale for the Hotel Condominium Unit, the consent of or approval by the Association shall not be required, and the Hotel Condominium Unit Owner may keep said pet within the confines of the Hotel Condominium Unit subject, however, to the prior written approval of the Developer to be granted or withheld in Developer's sole discretion and to all other rules and/or regulations in effect at the time pertaining to pets, until the death of that pet. Thereafter, if the Hotel Condominium Unit Owner desires to adopt a new pet or pets, said Hotel Condominium Unit Owner shall be required to obtain the prior written consent of the Association and comply with all rules and regulations then in effect with regard to pets.

10. Recreation Areas. The Shared Facilities Unit Owner shall promulgate the rules and regulations connected with the use of recreation areas located within the Condominium Property.

11. Compliance With Rules and Regulations.

11.1 Any Authorized User may report a violation of the Rules and Regulations to the Board. All reports of violations or other complaints are to be submitted in writing and will be considered confidential.

11.2 Each Hotel Condominium Unit Owner shall be held responsible for his or her actions and for the actions of his or her Authorized Users. Unless otherwise registered with the Adjoining Parcel Owner or Shared Facilities Unit Owner, all Authorized Users occupying Hotel Condominium Units must register with the Association before the time of their occupancy of the Hotel Condominium Unit, including their vehicles and pets as provided elsewhere in these Rules and Regulations.

11.3 Any damage to the Condominium Property not a part of the Shared Facilities Unit or equipment of the Association, if any, caused by any Hotel Condominium Unit Owner or his or her Authorized Users shall be repaired or replaced at the expense of the Hotel Condominium Unit Owner responsible and charged as a part of his or her share of the Common Expenses.

11.4 The Board may revoke any consent or approval given under these Rules and Regulations by the Association at any time.

11.5 All Unit Owners and their Authorized Users should refer to the Occupancy and Use Restrictions contained in Article 16 of the Declaration and lease provisions of Article 17 of the Declaration, which are binding upon all persons present on the Condominium Property.

11.6 The Board may impose up to a \$100.00 Fine or the maximum amount permitted by Applicable Law for each violation of these Rules and Regulations or any violation of the Declaration or the Bylaws in accordance with the process established in Section 10 of the Bylaws. Each separate incident, which is grounds for a Fine, shall be the basis of one separate Fine. Fines shall be paid not later than thirty (30) days after notice. The Board shall allocate all monies received from Fines.

11.7 These Rules and Regulations may be amended, modified, or repealed at any time by the Association in accordance with the By-Laws. If there is a conflict between the Rules and Regulations and the Declaration or the By-Laws, the By-Laws shall prevail over these Rules and Regulations and the Declaration shall prevail over both.

11.8 In all circumstances and notwithstanding anything to the contrary contained herein, these Rules and Regulations are in addition to any rules and requirements imposed by the Shared Facilities Unit Owner and the Adjoining Parcel Owner from time to time which rules and requirements of the Shared Facilities Unit Owner and Adjoining Parcel Owner shall control in all circumstances over any conflicting with these Rules as may be amended..

12. Smoke; Odors. No person may burn any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product in any Hotel Condominium Unit that causes the smoke or odor to be a nuisance or annoyance to any other Hotel Condominium Unit Owner or occupant of the Condominium.

13. Association Employees. The Board shall be solely responsible for directing and supervising employees of the Association. Authorized Users shall not direct or interfere with the employees in performing their assigned duties. Complaints regarding the operation and care of the Condominium Property shall be made in writing to the Association, addressed to the President. Association employees are not permitted to do private work for Authorized Users while on duty. If both parties are agreeable, the Association employees may assist such persons privately when off duty, but such assistance shall not be deemed to be performed by or on behalf of the Association.

14. Satellite Dishes. Installation of satellite dishes shall be governed by the rules and regulations imposed by the Shared Facilities Unit Owner.

15. Waterbeds. Waterbeds are not permitted without the prior written consent of the Shared Facilities Unit Owner or its authorized agent, which consent may be withheld in any of their sole and absolute discretion. In the event such approval is given, the Hotel Condominium Unit Owner shall obtain waterbed insurance containing a loss payable clause in favor of the Association and the Shared Facilities Unit Owner.

16. Solicitation. There shall be no solicitation by any person anywhere within the Condominium or upon any Association Property for any cause, charity, or for any other purpose whatsoever.

17. Firearms. No use of firearms shall be permitted anywhere within the Condominium.

Adopted: \_\_\_\_\_, 200\_\_ By Resolution of the Board of Directors of  
FORT LAUDERDALE RESIDENCES CONDOMINIUM ASSOCIATION, INC.